

EXHIBIT D

**IN THE CIRCUIT COURT OF COOK COUNTY
COUNTY DEPARTMENT, CHANCERY DIVISION**

STATE OF ILLINOIS, by its Attorney General)	
LISA MADIGAN,)	
)	
Plaintiff,)	
)	
v.)	
)	
DAICEL CHEMICAL INDUSTRIES, LTD.,)	
EASTMAN CHEMICAL COMPANY,)	No. 02CH19575
HOECHST AKTIENGESELLSCHAFT,)	
NUTRINOVA NUTRITION SPECIALTIES)	<i>Parens Patriae</i> (Class Action)
& FOOD INGREDIENTS, GMBH,)	
HOECHST CELANESE CORPORATION, a/k/a)	
CNA HOLDINGS, INC., NUTRINOVA, INC.,)	
CELANESE AG, NIPPON GOHSEI, a/k/a)	
NIPPON SYNTHETIC CHEMICAL INDUSTRY)	
CO., LTD., and UENO FINE CHEMICALS)	
INDUSTRY, LTD.,)	
)	
Defendants.)	

[PROPOSED] FINAL JUDGMENT AND ORDER

WHEREAS The State of Illinois through its Attorney General, on behalf of itself, its political subdivisions and, to the full extent permitted by law, as class representative and *parens patriae* on behalf of natural persons residing in Illinois who have purchased Sorbates indirectly during the Relevant Period (the “Settlement Group”) has filed a Complaint for damages, restitution and other equitable relief, injunctive relief, and civil penalties against Daicel Chemical Industries, Ltd., Eastman Chemical Company, Hoechst Aktiengesellschaft, Nutrinova Nutrition Specialties & Food Ingredients, GmbH, Hoechst Celanese Corporation, a/k/a CNA Holdings, Inc., Nutrinova, Inc., Celanese AG, Nippon Gohsei, a/k/a Nippon Synthetic Chemical Industry

Co., Ltd., and Ueno Fine Chemicals Industry, Ltd., alleging violations of the Illinois Antitrust Act.

WHEREAS Illinois and Daicel Chemical Industries, Ltd., Daicel (USA), Inc., Eastman Chemical Company, Eastman Chemical Company, Hoechst Aktiengesellschaft, Nutrinova Nutrition Specialties & Food Ingredients, GmbH, Hoechst Celanese Corporation, a/k/a CNA Holdings, Inc., Nutrinova, Inc., Celanese AG, Nippon Gohsei, a/k/a Nippon Synthetic Chemical Industry Co., Ltd., and Ueno Fine Chemicals Industry, Ltd. (collectively “the Defendants”) desire to resolve any and all disputes arising from the Complaint. The parties executed settlement agreements on May 12 and May 18, 2004 (the “Settlement Agreements”). The Settlement Agreements were filed with the Court on May 20, 2004. The Settlement Agreements do not constitute any evidence against or an admission of liability by the Defendants.

WHEREAS in full and final settlement of the claims set forth in the Complaints, the Defendants have paid a total of \$1,610,000 in cash, to be distributed in accordance with the Settlement Agreement. The Defendants has also agreed to entry of this Final Judgment and Order.

WHEREAS Illinois has agreed to release the claims of certain governmental entities and of those consumers residing in the Illinois who have not submitted valid and timely requests for exclusion from the Settlement Group in accordance with the instructions contained in the Notice (“Releasers”).

WHEREAS pursuant to a Preliminary Approval Order, Notice of the Settlement Agreement was given to the Settlement Group pursuant to Court order in accordance with 735

ILCS 5/2-806, state *parens patriae* laws and/or state equitable authority and the requirements of due process.

WHEREAS an opportunity to be heard was given to all members of the Settlement Group requesting to be heard in accordance with this Court's orders. The Court has reviewed and considered the terms of the Settlement Agreement, the submissions of the parties in support thereof, and the comments received in response to the Notice. A hearing was held on January 13, 2005, at which all interested parties were given an opportunity to be heard.

NOW, THEREFORE, before the taking of any testimony, without trial or adjudication of any issue of fact or law herein, without any admission of liability or wrongdoing by the Defendants and upon the consent of the Parties hereto,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I. JURISDICTION

This Court has jurisdiction over this action and each of the Parties for purposes of implementation and enforcement of the settlements embodied in the Settlement Agreements. The State of Illinois brought this action asserting claims under the Illinois Antitrust Act. Jurisdiction lies in this Court. Venue is proper in this Circuit. Nothing herein shall be construed as consent by the Defendants to general personal jurisdiction within the State of Illinois, nor personal jurisdiction for any purpose other than the implementation and enforcement of the settlement embodied in the Settlement Agreement.

II. DEFINITIONS

The Court, for purposes of this Final Judgment and Order, adopts the definitions set forth in the Settlement Agreement.

III. APPLICABILITY

This Final Judgment and Order shall apply to Releasors and the Defendants.

IV. FINAL APPROVAL OF SETTLEMENTS AND CERTIFICATION OF THE SETTLEMENT CLASS

A. With respect to the claims set forth in the Illinois' Complaint, the Court confirms its Preliminary Approval Order and finds under the circumstances of these settlements that the prerequisites to a class action set forth in 735 ILCS 5/2-801 are satisfied, that the questions of law and fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy. Accordingly, for the purpose of these settlements only, a class consisting of :

All natural person consumers within Illinois where such a class action may be brought who purchased Sorbates indirectly from January 1, 1979 through December 31, 1997.

(the "Class") is hereby certified.

B. The Court finds that the Notice was the best notice practicable under the circumstances and constitutes due and sufficient notice.

C. The terms of the Settlement Agreement are adjudged as fair, reasonable and adequate and in the best interest of consumers in Illinois and the Settlement Group as a whole, and satisfy the requirements of 735 ILCS 5/2-806, state *parens patriae* laws and due process.

D. The Settlement Agreement is hereby approved, and the Parties are directed to implement the settlement in accordance with its terms.

E. The *cypres* Distribution Plan is hereby approved, and the State of Illinois is directed

to cause the settlement funds to be distributed in accordance with said plan.

F. All members of the Settlement Group were afforded the opportunity to exclude themselves from the Settlement Group. A list of those members of the Settlement Group who timely and properly requested exclusion is attached hereto as Exhibit A.

G. The payments made by the Defendants pursuant to the Settlement Agreement are not, and shall not, be considered the payment or compromise of a penalty or fine under any state or federal laws, rules or regulations or any other applicable statute or provision. Rather, they are, and shall be considered, payments made to compromise claims asserted against the Defendants for compensatory and equitable relief.

VI. DISMISSAL OF ACTION AND RELEASE OF CLAIMS

Subject to the provisions of this Final Judgment and Order, the State of Illinois' Complaint is dismissed with prejudice. Releasors are barred from further prosecution of the Released Claims, and the Defendants are released and forever discharged from liability for the Released Claims.

VII. FEES AND COSTS

The Court approves the fees and costs set forth in the Petition for Attorneys Fees and Costs in the amount of \$_____ and authorizes Illinois to disburse the funds accordingly. The Court directs Illinois to disburse, deposit and use the Attorneys Fees and Costs for:

- i. Reimbursement of attorneys' fees incurred by Illinois;
- ii. Antitrust or consumer protection enforcement by the Attorney General of Illinois;
- iii. Deposit into an Illinois antitrust or consumer protection account (e.g., a

revolving account or trust account), for use in accordance with the law of Illinois); or

- iv. Deposit into a fund exclusively dedicated to assisting the Illinois Attorney General to defray the cost of experts, economists, and consultants in state or multistate antitrust investigations and litigations.

VIII. FINALITY OF JUDGMENT

The Court finds that this Final Judgment and Order adjudicates all the claims, rights and liabilities of the Parties, and is final and shall be immediately appealable. Neither this Final Judgment and Order nor the Settlement Agreements shall constitute any evidence or admission of liability by the Defendants, nor shall any such document be offered in evidence or used for any other purpose in this or any other matter or proceeding other than as may be necessary to consummate or enforce the Settlement Agreements or the terms of this Final Judgment and Order, or by the Defendants in connection with any action asserting Released Claims.

IX. RETENTION OF JURISDICTION

Without affecting the finality of this Order, the Court retains jurisdiction for the purposes of enforcing the terms of the Settlement Agreements and enabling any of the Parties to this Final Judgment and Order to apply to this Court at any time for such further orders and directions as may be necessary and appropriate for the construction or carrying out of this Final Judgment and Order, for the modification of any of the provisions hereof, and for the enforcement of compliance herewith.

Dated _____

Honorable Sophia H. Hall
Circuit Court Judge